



**August 15, 2012**

Agenda

9:30 A.M. Business Meeting  
Valencia County Commission Chambers  
444 Luna Avenue  
Los Lunas, NM 87031

Board of County Commissioners

Donald E Holliday, Chair District V  
Georgia Otero-Kirkham, Vice-Chair District II  
Mary Andersen District I  
Lawrence R. Romero District III  
Ron Gentry District IV

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes:

August 1, 2012 (Regular Business Meeting)

A handwritten signature in black ink, reading "Donald E. Holliday".

**PRESENTATION(S)**

- 5) Presbyterian Healthcare Services Market Assessment: ***PHS/Jim Hinton and Lauren Cates***

**DISCUSSION (Non-Action) ITEM(S)**

**ACTION ITEM(S)**

**BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD**

- 6) Consideration of Indigent Report / Appeal: Bruce Swingle / Barbara Baker

**BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS**

- 7) Consideration to approve a Proclamation for First Choice Community Healthcare Inc. (FCCH):  
***Bruce Swingle***
- 8) Consideration of Ordinance 2012-\_\_\_\_\_ Restricting through traffic on North Rio del Oro Rd, East of Manzano Expressway to Valencia high School: ***Jacobo Martinez***
- 9) Consideration of Amendment 1 to Cooperative Agreement for Manzano Expressway: ***Jacobo Martinez***
- 10) Consideration of Litter Control & Beautification Grant with New Mexico department of Tourism:  
***Jacobo Martinez***
- 11) Consideration to amend the Zoning Map from C-1 to C-2 at 2975 Hwy 47, Los Lunas: ***Jacobo Martinez***
- 12) Consideration to invest 1.5 million dollars in certificates of deposit with the local depository providing the highest interest rate: ***Dorothy Lovato***

**FINANCIAL MATTERS:**

- 13) Consideration of Approval: Payroll / Warrants: ***Christina Card***

**14) Consideration of Resolution 2012-\_\_\_\_ Approval of 4<sup>th</sup> quarter Financial Reports. CC**

**PUBLIC COMMENT:**

Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission.

**EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

- ◆ Motion and roll call vote to go into Executive Session for the stated reasons
- ◆ Board meets in closed session
- ◆ Motion and vote to go back into regular session
- ◆ Summary of items discussed in closed session
- ◆ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

**NEXT COMMISSION MEETING:**

- ◆ **September 5, 2012 – Business Meeting @ 9:30 A.M.**  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.*

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# **VALENCIA COUNTY BOARD OF COMMISSIONERS**

## **BUSINESS MEETING**

**AUGUST 1, 2012**

<b>PRESENT</b>	
Donald E. Holliday, Chair	
Georgia Otero-Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen Member	
Bruce Swingle, County Manager	
Dave Pato, County Attorney	Adren Nance, County Attorney
Sally Perea, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Holliday at 9:30 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) Approval of Minutes: July 18, 2012 Regular Business Meeting

Commissioner Otero-Kirkham moved for approval of the minutes of July 18, 2012 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

### **PRESENTATIONS(S)**

5) Update on Manzano Expressway Rehabilitation-Jacobo Martinez  
Code Enforcement Director Jacobo Martinez stated the county received federal funding in the amount of \$869,851.00 to rehabilitate Manzano Expressway from Van Camp to south Rio Del Oro and from north Highway 47 to Dehann. Due to the amount of funding received the county will have to remove the section of the project from NM Highway 47 to Dehann. Public Works originally wanted to start construction this summer but since the project is funded through the Federal Highway Administration, there are more requirements being requested of the county as far as obtaining an additional environmental assessment along with a categorical exclusion which has caused delay in construction and in Public Works opinion the construction will be completed by the summer of 2013 when schools will be out of session in order to mitigate any safety issues. Staff is working closely with NMDOT to complete the project by the summer of 2013.

### **DISCUSSION (Non-Action) ITEM(S)**

NONE

### **ACTION ITEM(S)**

6) Consideration of Resolution 2012-23, to Accept Guapo Rd. as a County Maintained Road – Jacobo Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-23.

7) Consideration of Resolution 2012-24, to Accept Dehann Rd. as a County Maintained Rd. – Jacobo Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-24.

8) Consideration of Resolution 2012-25, In Support of a Quiet Zone on NM 304- Jacobo Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-25.

9) Consideration of 2012-13 Co-op (SP) Cooperative Program – Jacobo Martinez.

Commissioner Andersen moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

**10) Consideration of 2012-13 County Arterial Program (cap) Cooperative Agreement – Jacobo Martinez.**

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

**11) Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement – Jacobo Martinez.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**12) Consideration to abolish all Valencia County Director Employment Contracts -Bruce Swingle.**

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

**13) Consideration of Resolution 2012-26, to Approve the Designation of Valencia County as a Member to the Metropolitan Planning Area – Bruce Swingle.**

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried 3-2. Commissioners Gentry and Commissioner Romero voted no.

County Clerk Sally Perea announced Resolution 2012-26.

**14) Consideration Approve Increase in Payment for Valencia Family Medicine & Express Care – Joe Chavez.**

Commissioner Otero-Kirkham made a motion to approve with the contract being changed to twenty-six payments per year. Seconded by Commissioner Andersen. Motion carried unanimously.

**15) Consideration to Approve Contract from the Nutrition**

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

**Incentive Program – Jose Campos.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**16) Consideration to Approve a Purchasing and Procurement Ethics Policy in Valencia County – Mike Vinyard.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**17) Consideration to Authorize implementation of a Procurement Card (P-Card) System within Valencia County – Mike Vinyard.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**FINANCIAL MATTERS:**

**18) Consideration of Approval: Payroll / Warrants –Christina Card.**

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**PUBLIC COMMENT:**

Individuals speaking at today's Business Meeting were Valencia County residents Mike Wood, Mary Wood, Jim Crawford and Tom Mraz.

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) personnel: EECO Charge 543-2012-0043 b.) pending litigation c.) real property d.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Romero moved to go into Executive Session. Seconded by Commissioner Gentry. Roll call. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Otero-Kirkham moved to go back into Regular Session. Seconded by Commissioner Gentry. Motion carried unanimously.

County Attorney Dave Pato stated the matters discussed in Executive Session were limited to EECO Charge 543-2012-0043 and no final action was taken.

Commissioner Gentry moved for approval of the summary as stated by counsel. Seconded by Commissioner Romero. Roll call. Commissioner Romero voted yes.

## Minutes of August 1, 2012 Regular Business Meeting

Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

**ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:**

**Approve Settlement of EEOC Charge 543-2012-00434**

Final action taken- authorizing the County Manager to negotiate this issue in order to resolve the matter.

**NEXT COMMISSION MEETING:**

**August 3, 2012 – Special Meeting / Workshop at 9:30 A.M. in the County Commission Room in the Valencia County Courthouse at 444 Luna Ave., Los Lunas, NM.**

**11) Adjournment**

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. **TIME: 11:47 A.M.**

**NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the August 1, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.**

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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**DONALD E. HOLLIDAY, CHAIRMAN**

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**GEORGIA OTERO-KIRKHAM, VICE-CHAIR**

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**LAWRENCE R. ROMERO, MEMBER**

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**RON GENTRY, MEMBER**

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**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

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**SALLY PEREA, COUNTY CLERK**

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**DATE**

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Bruce Swingle  
**Individual Making Request:** Barbara Baker  
**Presentation at Meeting on:** August 15, 2012  
**Date Submitted:** August 6, 2012  
**Title of Request:** Indigent Report/Appeals

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**Action Requested of Commission:**

Consideration of the Indigent Report for August 15, 2012  
Consideration of 3 Appeals for August 15, 2012

**Information Background and Rationale**

One Report with 112 claims (See attached)  
Three Indigent Appeals (See attached)

**What is the Financial Impact of this Request?**

\$81,571.38 recommended for approval of the Indigent Report  
\$4,650.47 recommended for approval of the three Indigent Appeals

**Legal:**

The report and appeal are in order and are germane for the Board of County Commissioners. AN

**Finance:**

There are sufficient funds in the Indigent Fund for the indigent report and the three appeals. The current balance in the Indigent Fund is \$2,716,719.07.

**County Manager:**

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## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

August 15, 2012

Dear Commissioners,

I would like to present the Indigent Claims from July 5, 2012 to August 2, 2012. The amount of claims submitted is \$1,078,673.09. I ask the Commission to approve \$81,571.38 and to deny \$997,101.71. There were 112 claims submitted, the breakdown is as follows;

- 31 - 27.68% - UNM Health Sciences Center
- 48 - 42.85% - Living Cross Ambulance
- 17 - 15.18% - Presbyterian Hospital
- 8 - 7.14% - Lovelace Medical Center
- 1 - .90% - Radiology Associates
- 5 - 4.45% - Presbyterian Medical Group
- 1 - .90% - UNM Medical Group
- 1 - .90% - Albuquerque Ambulance

The payment for approved claims is as follows;

- \$ 43,020.17 - UNM Health Sciences Center
- 6,688.00 - Living Cross Ambulance
- 14,273.39 - Presbyterian Hospital
- 16,728.57 - Lovelace Medical Center
- 25.93 - Radiology Associates
- 227.62 - Presbyterian Medical Group
- 207.70 - UNM Medical Group
- 400.00 - Albuquerque Ambulance

There are 44 applicant denials which are;

10792, 10793, 10794, 10826, 10834, 10837 and 10860 - Missed Appointment  
10818, 10827, 10828, 10845, 10848, 10854 and 10869 - Income  
10796, 10797, 10798, 10799, 10800, 10801, 10802, 10803, 10804, 10805, 10806,  
10807, 10808, 10809, 10810, 10811, 10813, 10814, 10815, 10825, 10838, 10839,  
10840, 10850 and 10851 - No Response  
10868 and 10870 - Additional Information  
10841 - Has Insurance  
10824 - Residency  
10865 - 90 Day Limit

The unpaid balance of the medical bills for the approved claims is \$437,550.05 and the unpaid balance of the ambulance bills for the approved claims is \$13,381.19.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara A. Baker". The signature is fluid and cursive, with the first name "Barbara" being more prominent and the last name "Baker" following in a similar style.

Barbara A. Baker

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

August 15, 2012

Birth			Date(s) of			Reason for		
ID NO.	Date	Sex	Provider Name	Service	Diagnosis	Billed	Paid	Denial
10791	11/04/54	M	Living Cross Ambulance Services	06/06/12	Assault	1,245.40	400.00	
*			UNM Health Sciences Center	06/06/12	*	3,943.10	3,000.00	
10792	01/12/70	M	Living Cross Ambulance Services	03/10/12	Dizzy	1,341.51	0.00	Missed Appointment
*			Living Cross Ambulance Services	04/11/12	*	1,341.51	0.00	*
10793	12/29/67	F	UNM Health Sciences Center	11/28/11	Unknown	1,515.10	0.00	Missed Appointment
10794	11/16/89	F	Living Cross Ambulance Services	04/26/12	Motor Vehicle Accident	103.38	0.00	Missed Appointment
10795	03/20/85	F	Living Cross Ambulance Services	04/19/12	Chest Pain	103.38	96.00	
10796	11/20/39	M	Living Cross Ambulance Services	03/15/12	Chest Pain	103.38	0.00	No Response
10797	11/19/43	M	Living Cross Ambulance Services	04/07/12	High Fever	103.38	0.00	No Response
10798	05/10/48	M	Living Cross Ambulance Services	04/06/12	Chest Pain	103.38	0.00	No Response
10799	05/13/53	F	UNM Health Sciences Center	03/27/12	Lupus	5,394.20	0.00	No Response
10800	05/18/85	F	Living Cross Ambulance Services	04/19/12	Behavioral	103.38	0.00	No Response
10801	11/18/62	F	Living Cross Ambulance Services	04/12/12	Shoulder Pain	1,126.68	0.00	No Response
10802	12/17/91	M	Living Cross Ambulance Services	03/10/12	Motor Vehicle Accident	1,163.02	0.00	No Response
10803	01/25/66	F	Living Cross Ambulance Services	03/13/12	Dizzy	1,478.81	0.00	No Response
*			Living Cross Ambulance Services	04/02/12	Vomited Blood	1,396.42	0.00	*
10804	05/29/84	M	Living Cross Ambulance Services	03/13/12	Nose Congestion	1,355.24	0.00	No Response
10805	02/03/59	M	Living Cross Ambulance Services	03/24/12	Abdominal Pain	1,300.82	0.00	No Response
10806	01/14/81	M	Living Cross Ambulance Services	03/25/12	Chest Pain	1,286.59	0.00	No Response
10807	06/06/84	F	Living Cross Ambulance Services	03/14/12	Seizures	1,355.24	0.00	No Response
10808	11/06/91	M	Living Cross Ambulance Services	04/15/12	Self Inflicted Gun Wound	1,016.84	0.00	No Response
10809	11/08/83	M	Living Cross Ambulance Services	04/04/12	Head Laceration	1,410.16	0.00	No Response
10810	06/12/67	F	Presbyterian Hospital	03/05/12	Bells Palsy	1,563.00	0.00	No Response
10811	06/12/88	M	Presbyterian Hospital	03/12-03/25/12	Hepatitis	59,769.37	0.00	No Response
10812	03/05/59	M	Living Cross Ambulance Services	03/01/12	Shoulder Pain	1,112.95	400.00	
*			UNM Health Sciences Center	03/01/12	*	1,270.25	978.10	
10813	02/14/72	M	Presbyterian Hospital	04/13/12	Colon Infection	18,024.24	0.00	No Response
10814	07/08/51	F	Living Cross Ambulance Services	04/05/12	Dizzy	1,121.83	0.00	No Response
10815	09/02/92	F	Living Cross Ambulance Services	03/15/12	Behavioral	1,236.52	0.00	No Response
10816	01/15/62	F	Living Cross Ambulance Services	03/18/12	Sprained Ankle	1,272.86	400.00	

*				UNM Health Sciences Center		03/18/12	*			841.80	648.19
10817		03/24/65	F	Living Cross Ambulance Services		06/18/12		Diabetic		1,286.59	400.00
*				UNM Health Sciences Center		06/18/12	*			3,200.45	2,464.35
10818		02/26/71	M	UNM Health Sciences Center		03/19-3/20/12		Aneurysm Fall		5,309.20	0.00 Income
*				UNM Health Sciences Center		04/13-04/14/12	*			9,738.75	0.00 *
10819		01/29/92	M	Living Cross Ambulance Services		03/30/12		Anxiety Attack		1,286.59	400.00
*				Lovelace Medical Services		07/04/12		Stomach Pain		10,250.00	3,000.00
10820		11/27/67	F	Presbyterian Hospital		01/19/12		Hysterectomy		1,653.75	1,273.39
10821		02/27/88	M	Living Cross Ambulance Services		03/31/12		Behavioral		1,355.24	400.00
*				Living Cross Ambulance Services		04/17/12	*			103.38	96.00
*				UNM Health Sciences Center		03/31/12	*			2,936.00	2,260.72
*				UNM Medical Group		03/31/12	*			444.00	207.70
10822		09/12/63	F	Living Cross Ambulance Services		01/29/12		Obesity		1,327.78	400.00
10823		01/28/91	M	Presbyterian Hospital		05/17/12		Ulcers		6,460.20	3,000.00
10824		11/02/66	F	UNM Health Sciences Center		02/24-02/25/12		Hysterectomy		4,215.00	0.00 Residency
10825		07/08/81	F	Living Cross Ambulance Services		03/17/12		Domestic Violence		103.38	0.00 No Response
10826		05/26/59	M	Living Cross Ambulance Services		02/25/12		Back Pain		989.38	0.00 Missed Appointment
10827		06/01/67	F	Living Cross Ambulance Services		05/26/12		Fainted		1,396.43	0.00 Income
10828		11/02/53	F	Presbyterian Hospital		03/25-03/28/12		Pneumonia		24,634.46	0.00 Income
10829		03/12/75	M	Living Cross Ambulance Services		05/28/12		Shortness of Breath		1,231.67	400.00
10830		12/28/62	F	UNM Health Sciences Center		04/02/12		Ovarian Surgery		10,747.70	3,000.00
10831		06/08/60	F	Presbyterian Hospital		05/23/12		Back Pain		1,766.00	1,000.00
*				Living Cross Ambulance Services		05/25/12	*			961.92	400.00
*				Presbyterian Hospital		05/25/12	*			5,034.00	2,000.00
*				Albuquerque Ambulance		05/25/12	*			630.00	400.00
10832		10/20/32	M	UNM Health Sciences Center		11/19/11		Insomnia		1,579.70	1,216.36
10833		01/16/87	F	Living Cross Ambulance Services		06/22/12		Suicidal		1,204.21	400.00
*				Lovelace Medical Services		06/22-06/23/12	*			2,290.00	1,763.30
10834		02/20/89	M	UNM Health Sciences Center		02/03/12		Knee Surgery		16,500.35	0.00 Missed Appointment
10835		06/14/54	M	Presbyterian Hospital		05/31/12		Heart Disease		6,773.00	3,000.00
10836		03/13/63	M	Lovelace Medical Services		07/02-07/03/12		Diabetic - Chest Pain		22,621.00	3,000.00
10837		03/03/61	F	Living Cross Ambulance Services		03/06/12		Chest Pain		1,176.75	0.00 Missed Appointment
10838		10/09/53	M	UNM Health Sciences Center		02/23-03/03-12		GI Bleed		49,353.50	0.00 No Response
10839		04/08/62	F	Living Cross Ambulance Services		05/02/12		Assault		1,112.95	0.00 No Response
10840		07/16/82	M	UNM Health Sciences Center		03/11-03/23/12		Brain Tumor		69,459.70	0.00 No Response
10841		12/30/48	M	UNM Health Sciences Center		05/12-05/16/12		Chest Pain		1,156.00	0.00 Has Medicare Coverage
10842		05/13/53	M	Living Cross Ambulance Services		05/09/12		Heart Attack		1,245.40	400.00
*				UNM Health Sciences Center		05/09/12	*			34,514.27	3,000.00

10843	*	07/03/45	M	UNM Health Sciences Center	03/22-03/26/12	Blood Clot	24,093.50	2,250.00
				UNM Health Sciences Center	04/06/12	*	3,359.80	750.00
10844		02/09/86	F	UNM Health Sciences Center	04/11-04/19/12	Spleen Surgery	105,362.30	3,000.00
10845		01/10/48	F	UNM Health Sciences Center	05/11-05/15/11	Heart Attack	22,264.60	0.00 Income
10846		11/24/53	F	UNM Health Sciences Center	03/03-03/04/12	Difficulty Breathing	10,427.00	3,000.00
10847	*	08/29/91	M	Lovelace Medical Services	07/12/12	Kidney Infection	2,523.00	1,942.71
				Lovelace Medical Services	07/14/12	*	2,380.00	1,057.29
10848		08/23/54	F	UNM Health Sciences Center	05/07-05/11/12	Knee Surgery	44,808.61	0.00 Income
10849		11/22/91	M	Presbyterian Hospital	04/11/12	Severe Migraine	5,862.36	3,000.00
10850		06/17/47	F	Presbyterian Hospital	03/06-03/12/12	Unknown	37,530.00	0.00 No Response
10851		09/19/66	M	Living Cross Ambulance Services	04/22/12	Vomiting	1,135.56	0.00 No Response
10852	*	10/06/59	M	Living Cross Ambulance Services	04/14/12	Heart Attack	1,176.75	400.00
				UNM Health Sciences Center	04/14-04/17/12	*	35,153.55	2,000.00
	*			UNM Health Sciences Center	04/19-04/20/12	*	7,015.20	1,000.00
10853		09/21/56	F	Living Cross Ambulance Services	04/24/12	Gout (Leg)	948.19	400.00
10854	*	06/30/59	M	Presbyterian Hospital	05/12/12	Colon Cancer	6,866.81	0.00 Income
				Presbyterian Hospital	05/13-05/18/12	*	64,907.45	0.00 *
10855		07/12/56	M	UNM Health Sciences Center	03/01/12	Lymphoma	3,185.00	2,452.45
10856	*	03/29/75	M	Living Cross Ambulance Services	05/02/12	Spider Bite	1,176.75	400.00
				Lovelace Medical Services	05/02/12	*	38,583.00	3,000.00
10857		05/18/55	M	UNM Health Sciences Center	04/17/12	Cataract Surgery	7,221.10	3,000.00
10858		08/29/83	M	UNM Health Sciences Center	07/04-07/05/12	Appendectomy	14,301.35	3,000.00
10859		04/16/54	M	Living Cross Ambulance Services	05/13/12	Depression	103.38	96.00
10860		11/03/84	M	Living Cross Ambulance Services	03/12/12	Abdominal Pain	1,245.40	0.00 Missed Appointment
10861	*	06/21/64	M	UNM Health Sciences Center	06/11-06/15/12	Knee Surgery	92,538.40	2,500.00
				UNM Health Sciences Center	06/17/12	Knee Pain	881.15	500.00
10862	*	02/24/51	M	Living Cross Ambulance Services	07/18/12	Pinched Nerve - Neck	1,368.97	400.00
				UNM Health Sciences Center	07/19-07/21/12	*	9,181.50	3,000.00
10863		01/27/68	M	Lovelace Medical Services	07/12/12	JAIL - Head Injury	3,851.00	2,965.27
10864	*	01/30/92	M	Presbyterian Medical Group	05/08/12	JAIL - Hand Injury	107.00	25.93
				Radiology Associates	04/02/12	*	30.00	25.93
10865		09/14/62	M	Lovelace Medical Services	12/30/11	JAIL - Swallowed Object	2,315.00	0.00 90 Day Limit
10866		04/25/61	M	Presbyterian Medical Group	05/23/12	JAIL - Hernia	315.00	123.78
10867	*	01/23/86	M	Presbyterian Medical Group	06/15/12	Jail - Swallowed Batteries	107.00	25.97
				Presbyterian Medical Group	06/28/12	*	107.00	25.97
	*			Presbyterian Medical Group	07/05/12	*	107.00	25.97
10868	*	01/15/93	M	Living Cross Ambulance Services	03/15/12	Suicidal	948.19	0.00 Additional Information
				Living Cross Ambulance Services	04/21/12	*	1,181.60	0.00 *

*						03/15/12	*			2,770.68	0.00	*
10869	01/25/66	F	Presbyterian Hospital			04/02-04/05/12		Liver Disease		41,385.14	0.00	Income
*			Presbyterian Hospital			05/23-05/29/12	*			28,851.20	0.00	*
10870	03/24/64	F	Living Cross Ambulance Services			04/07/12		Assault		103.38	0.00	Additional Information
1871	04/17/56	F	Living Cross Ambulance Services			06/24/12		Stroke		1,327.78	400.00	
*			Presbyterian Hospital			06/24/12	*			29,013.00	1,000.00	
TOTAL										1,078,673.09	997,101.71	

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	71190	10791	1,245.40	845.40	400.00
UNM Health Sciences Center	212731327	10791	3,943.10	943.10	3,000.00
Living Cross Ambulance Service	66947	10792	1,341.51	1,341.51	0.00
Living Cross Ambulance Service	68559	10792	1,341.51	1,341.51	0.00
UNM Health Sciences Center	207208877	10793	1,515.10	1,515.10	0.00
Living Cross Ambulance Service	69243	10794	103.38	103.38	0.00
Living Cross Ambulance Service	68882	10795	103.38	7.38	96.00
Living Cross Ambulance Service	67215	10796	103.38	103.38	0.00
Living Cross Ambulance Service	68325	10797	103.38	103.38	0.00
Living Cross Ambulance Service	68326	10798	103.38	103.38	0.00
UNM Health Sciences Center	210196010	10799	5,394.20	5,394.20	0.00
Living Cross Ambulance Service	68881	10800	103.38	103.38	0.00
Living Cross Ambulance Service	68549	10801	1,126.68	1,126.68	0.00
Living Cross Ambulance Service	66941	10802	1,163.02	1,163.02	0.00
Living Cross Ambulance Service	67054	10803	1,478.81	1,478.81	0.00
Living Cross Ambulance Service	68038	10803	1,396.42	1,396.42	0.00
Living Cross Ambulance Service	67056	10804	1,355.24	1,355.24	0.00
Living Cross Ambulance Service	67705	10805	1,300.82	1,300.82	0.00
<b>TOTALS</b>			23,222.09	19,726.09	3,496.00



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Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	67707	10806	1,286.59	1,286.59	0.00
Living Cross Ambulance Service	67115	10807	1,355.24	1,355.24	0.00
Living Cross Ambulance Service	68655	10808	1,016.84	1,016.84	0.00
Living Cross Ambulance Service	68140	10809	1,410.16	1,410.16	0.00
Presbyterian Hospital	001097288-2062	10810	1,563.00	1,563.00	0.00
Presbyterian Hospital	001068000-2072	10811	59,769.37	59,769.37	0.00
Living Cross Ambulance Service	66552	10812	1,112.95	712.95	400.00
UNM Health Sciences Center	209864099	10812	1,270.25	292.15	978.10
Presbyterian Hospital	020674669-2104	10813	18,024.24	18,024.24	0.00
Living Cross Ambulance Service	68263	10814	1,121.83	1,121.83	0.00
Living Cross Ambulance Service	67239	10815	1,236.52	1,236.52	0.00
Living Cross Ambulance Service	67386	10816	1,272.86	872.86	400.00
UNM Health Sciences Center	210354734	10816	841.80	193.61	648.19
Living Cross Ambulance Service	71571	10817	1,286.59	886.59	400.00
UNM Health Sciences Center	213048051	10817	3,200.45	736.10	2,464.35
UNM Health Sciences Center	209611888	10818	5,309.20	5,309.20	0.00
UNM Health Sciences Center	211173752	10818	9,738.75	9,738.75	0.00
Living Cross Ambulance Service	67983	10819	1,286.59	886.59	400.00
TOTALS			112,103.23	106,412.59	5,690.64

VALENCIA COUNTY COMMISSION MEETING

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Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Lovelace Medical Center	P12186-00081	10819	10,250.00	7,250.00	3,000.00
Presbyterian Hospital	001006962-2016	10820	1,653.75	380.36	1,273.39
Living Cross Ambulance Service	67971	10821	1,355.24	955.24	400.00
Living Cross Ambulance Service	68814	10821	103.38	7.38	96.00
UNM Health Sciences Center	210782132	10821	2,936.00	675.28	2,260.72
UNM Medical Group	17111651	10821	444.00	236.30	207.70
Living Cross Ambulance Service	64922	10822	1,327.78	927.78	400.00
Presbyterian Hospital	001128161-2138	10823	6,460.20	3,460.20	3,000.00
UNM Health Sciences Center	209712413	10824	4,215.00	4,215.00	0.00
Living Cross Ambulance Service	67385	10825	103.38	103.38	0.00
Living Cross Ambulance Service	66298	10826	989.38	989.38	0.00
Living Cross Ambulance Service	70779	10827	1,396.43	1,396.43	0.00
Presbyterian Hospital	020484698-2085	10828	24,634.46	24,634.46	0.00
Living Cross Ambulance Service	70801	10829	1,231.67	831.67	400.00
UNM Health Sciences Center	210702387	10830	10,747.70	7,747.70	3,000.00
Presbyterian Hospital	000444402-2144	10831	1,766.00	766.00	1,000.00
Living Cross Ambulance Service	70809	10831	961.92	561.92	400.00
Presbyterian Hospital	000444402-2146	10831	5,034.00	3,034.00	2,000.00
TOTALS			75,610.29	58,172.48	17,437.81

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \*\*\* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Albuquerque Ambulance	12042291	10831	630.00	230.00	400.00
UNM Health Sciences Center	207052382	10832	1,579.70	363.34	1,216.36
Living Cross Ambulance Service	71800	10833	1,204.21	804.21	400.00
Lovelace Medical Center	P1217400668	10833	2,290.00	526.70	1,763.30
UNM Health Sciences Center	208798397	10834	16,500.35	16,500.35	0.00
Presbyterian Hospital	001003671-2146	10835	6,773.00	3,773.00	3,000.00
Lovelace Medical Center	P121800152	10836	22,621.00	19,621.00	3,000.00
Living Cross Ambulance Service	66723	10837	1,176.75	1,176.75	0.00
UNM Health Sciences Center	209672740	10838	49,353.50	49,353.50	0.00
Living Cross Ambulance Service	70380	10839	1,112.95	1,112.95	0.00
UNM Health Sciences Center	210154407	10840	69,459.70	69,459.70	0.00
UNM Health Sciences Center	212039879	10841	1,156.00	1,156.00	0.00
Living Cross Ambulance Service	69912	10842	1,245.40	845.40	400.00
UNM Health Sciences Center	211975628	10842	34,514.27	31,514.27	3,000.00
UNM Health Sciences Center	210484911	10843	24,093.50	21,843.50	2,250.00
UNM Health Sciences Center	210975769	10843	3,359.80	2,609.80	750.00
UNM Health Sciences Center	211102371	10844	105,362.30	102,362.30	3,000.00
UNM Health Sciences Center	212038137	10845	22,264.60	22,264.60	0.00
TOTALS			364,697.03	345,517.37	19,179.66

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

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Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	209925569	10846	10,427.00	7,427.00	3,000.00
Lovelace Medical Center	Q1219400692	10847	2,523.00	580.29	1,942.71
Lovelace Medical Center	Q1219600034	10847	2,380.00	1,322.71	1,057.29
UNM Health Sciences Center	211418769	10848	44,808.61	44,808.61	0.00
Presbyterian Hospital	001178569-2102	10849	5,862.36	2,862.36	3,000.00
Presbyterian Hospital	020788756-2066	10850	37,530.00	37,530.00	0.00
Living Cross Ambulance Service	68997	10851	1,135.56	1,135.56	0.00
Living Cross Ambulance Service	68708	10852	1,176.75	776.75	400.00
UNM Health Sciences Center	211217518	10852	35,153.55	33,153.55	2,000.00
UNM Health Sciences Center	211349006	10852	7,015.20	6,015.20	1,000.00
Living Cross Ambulance Service	69152	10853	948.19	548.19	400.00
Presbyterian Hospital	020798986-2133	10854	6,866.81	6,866.81	0.00
Presbyterian Hospital	020798986-2134	10854	64,907.45	64,907.45	0.00
UNM Health Sciences Center	209846336	10855	3,185.00	732.55	2,452.45
Living Cross Ambulance Service	69581	10856	1,176.75	776.75	400.00
Lovelace Medical Center	P1212300578	10856	38,583.00	35,583.00	3,000.00
UNM Health Sciences Center	210456679	10857	7,221.10	4,221.10	3,000.00
UNM Health Sciences Center	213482367	10858	14,301.35	11,301.35	3,000.00
TOTALS			285,201.68	260,549.23	24,652.45

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

7 P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance Service	70146	10859	103.38	7.38	96.00
Living Cross Ambulance Service	67033	10860	1,245.40	1,245.40	0.00
UNM Health Sciences Center	213046063	10861	92,538.40	90,038.40	2,500.00
UNM Health Sciences Center	212635593	10861	881.15	381.15	500.00
Living Cross Ambulance Service	82636	10862	1,368.97	968.97	400.00
UNM Health Sciences Center	213931769	10862	9,181.50	6,181.50	3,000.00
Lovelace Medical Center	P1219400652	10863	3,851.00	885.73	2,965.27
Presbyterian Medical Group	BL10068588251	10864	107.00	81.07	25.93
Radiology Associates	12716238	10864	30.00	4.07	25.93
Lovelace Medical Center	P1136400300	10865	2,315.00	2,315.00	0.00
Presbyterian Medical Group	892956	10866	315.00	191.22	123.78
Presbyterian Medical Group	BL10070386390	10867	107.00	81.03	25.97
Presbyterian Medical Group	BL10071016030	10867	107.00	81.03	25.97
Presbyterian Medical Group	BL10071265800	10867	107.00	81.03	25.97
Living Cross Ambulance Service	67213	10868	948.19	948.19	0.00
Living Cross Ambulance Service	69144	10868	1,181.60	1,181.60	0.00
Presbyterian Hospital	001121676-2075	10868	2,770.68	2,770.68	0.00
Presbyterian Hospital	020783919-2093	10869	41,385.14	41,385.14	0.00
TOTALS			158,543.41	148,828.59	9,714.82

Georgia Otero-Kirkham, Co-Chair

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	020783919-2144	10869	28,851.20	28,851.20	0.00
Living Cross Ambulance Service	68255	10870	103.38	103.38	0.00
Living Cross Ambulance Service	71806	10871	1,327.78	927.78	400.00
Presbyterian Hospital	001108720-2176	10871	29,013.00	28,013.00	1,000.00
<b>Subtotal</b>			59,295.36	57,895.36	1,400.00
<b>Total</b>			1,078,673.09	997,101.71	81,571.38
Valencia County Commissioners					
Donald E. Holliday, Chair					
Georgia Otero-Kirkham, Co-Chair					
Mary J. Andersen					
Ron Gentry					
Lawrence R. Romero					



## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker (BAB)

Subj: Deborah Bunds - Indigent Appeal

Deborah Bunds has requested an Indigent Appeal for the Indigent Denial of July 18, 2012 for her UNM Health Sciences Center bill. Ms. Bunds was denied as she did not respond to the letter sent to her. Ms. Bunds was having medical problems with her eyes and had difficulty keeping up with her mail..

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$2,109.80. If approved the amount being paid to UNM Health Sciences Center would be \$1,624.54.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

\_\_\_\_\_  
Donald E. Holliday, Chair

\_\_\_\_\_  
Georgia Otero-Kirkham, Co-Chair

\_\_\_\_\_  
Mary J. Andersen

\_\_\_\_\_  
Ron Gentry

\_\_\_\_\_  
Lawrence R. Romero

ATTESTED BY: \_\_\_\_\_  
Sally Perea, Valencia County Clerk

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## Valencia County Indigent & Insurance


BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker 

Subj: Indigent Appeal - Ruben Davis - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Ruben Davis on July 18, 2012. Mr. Davis was denied as the bill from Lovelace Medical Center in the amount of \$7,559.60 was received over the 90 day limit.

I would like to recommend approval of the Lovelace Medical Center bill. If approved the amount being paid to Lovelace Medical Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

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Donald E. Holliday, Chair

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Georgia Otero-Kirkham, Co-Chair

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Mary J. Andersen

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Ron Gentry

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Lawrence R. Romero

ATTESTED BY: 

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Sally Perea, Valencia County Clerk

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## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: August 15, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BA B*

Subj: Indigent Appeal – Brian Trujillo - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Brian Trujillo on July 18, 2012. Mr. Trujillo was denied as the bill from Radiology Associates in the amount of \$30.00 was received over the 90 day limit.

I would like to recommend approval of the Radiology Associates bill. If approved the amount being paid to Radiology Associates would be \$25.93.

Approved by the Board of County Commissioners at the regular meeting of August 15, 2012.

\_\_\_\_\_  
Donald E. Holliday, Chair

\_\_\_\_\_  
Georgia Otero-Kirkham, Co-Chair

\_\_\_\_\_  
Mary J. Andersen

\_\_\_\_\_  
Ron Gentry

\_\_\_\_\_  
Lawrence R. Romero

ATTESTED BY: \_\_\_\_\_  
Sally Perea, Valencia County Clerk

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Bruce Swingle  
**Individual Making Request:** Bruce Swingle  
**Presentation at Meeting on:** August 15, 2012  
**Date Submitted:** August 8, 2012  
**Title of Request:** Approval of Proclamation for First Choice Community Healthcare Inc.

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**Action Requested of Commission:**

Consideration to approve a Proclamation for First Choice Community Healthcare Inc. (FCCH).

**Information Background and Rationale**

FCCH is requesting approval of a proclamation declaring September 9-15, 2012, as FCCH week. FCCH and Valencia County have partnered to provide access to primary care and create a permanent health care home for residents in Valencia County. FCCH has been in business for 40 years and employees over 300 staff.

**What is the Financial Impact of this Request?**

None

**Legal:**

It is appropriate for the Commission to issue proclamations in recognition of persons or entities that have improved the lives of the County's citizens."

**Finance:**

None

**County Manager:**

Making request on behalf of FCCH

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## ***Proclamation for First Choice Community Healthcare, Inc.***

***WHEREAS***, First Choice Community Healthcare, Inc., a federally qualified, joint commission accredited health care delivery system, was established in 1972 as Albuquerque Family Health Center in the South Valley of Albuquerque, and

***WHEREAS***, Valencia County and First Choice have partnered to provide access to primary care and create a permanent health care home for the residents of Valencia County; and

***WHEREAS***, First Choice is governed by a community-based, volunteer board of directors that reflects the ethnic, racial and economic diversity of the communities in which First Choice is located, and more than fifty percent of the board members are users of First Choice services; and

***WHEREAS***, First Choice operates eight health centers strategically located in Albuquerque, Los Lunas, Belen and Edgewood and one school-based health clinic located at Rio Grande High School in the South Valley of Bernalillo County; and

***WHEREAS***, First Choice employs over three hundred thirty individuals, seventy of whom are licensed providers of health care, including physicians, dentists, nurse practitioners, physician assistants, dental hygienists and behaviorists; and

***WHEREAS***, in response to the need to increase access to primary care services in the mid-Rio Grande valley of central New Mexico, First Choice has doubled its capacity to serve over the last five years including a new South Valley Health Commons, a new South Broadway Health Center and a new Los Lunas Family and Community Health Center; and

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*WHEREAS, First Choice has been recognized nationally as a leader and innovator in primary care health service delivery "model" development as well as being voted the 2010 Community Health Center of the year by the membership of the New Mexico Primary Care Association; and*

*WHEREAS, Valencia County recognizes the value and contributions that have been provided by First Choice Community Healthcare Inc. for the last forty years.*

**BE IT PROCLAIMED THAT THE COMMISSION, THE GOVERNING BODY OF VALENCIA COUNTY, HEREBY PROCLAIMS SEPTEMBER 9<sup>TH</sup> THROUGH THE 15<sup>TH</sup> AS FIRST CHOICE COMMUNITY HEALTHCARE WEEK AND CONGRATULATES THEM ON FORTY YEARS OF SERVICE.**

*DONE, this \_\_\_\_ day of \_\_\_\_\_, 2012, in Valencia County, State of New Mexico.*

**ATTESTED BY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
*Commissioner Donald E. Holliday, Chairman*

\_\_\_\_\_  
*Commissioner Mary Andersen*

\_\_\_\_\_  
*Commissioner Georgia Otero-Kirkham*

\_\_\_\_\_  
*Commissioner Lawrence R. Romero*

\_\_\_\_\_  
*Commissioner Ron Gentry*

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**AGENDA REQUEST FORM**

**Individual Making Request: Chairman Holliday**

**Presentation at Meeting on: August 15, 2012**

**Date Submitted: July 6, 2012**

**Title of Request: Consideration of Ordinance 2012-\_\_\_\_; Restricting Through Truck Traffic on North Rio del Oro Road, East of Manzano Expressway to Valencia High School.**

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**Request:**

Consideration Ordinance 2012-\_\_\_\_; Restricting through truck traffic on North Rio del Oro Road, East of Manzano Expressway to Valencia High School.

**Legal Description:**

**Information Background and Rationale**

This request was initiated by community members of Valencia High School to address safety concerns associated with heavy truck traffic accessing the gravel pit east of the school. Board of County Commissioners of Valencia County has proposed an Ordinance to address the safety concerns.

The ordinance was presented at the Valencia County Commission Public Hearing on May 9, 2012. The public hearing allowed community members to voice their opinions regarding the proposed ordinance.

**What is the Financial Impact of this Request?**

N/A

**Legal?**

It was requested that we prepare an Ordinance restricting truck traffic across a certain stretch of North Rio Del Oro road that runs in front of Valencia High School. During the public hearing at which the Ordinance was first discussed, the Commission requested that we incorporate a permitting process into the draft Ordinance, which draft is before the Commission today. We have had an opportunity to review the Findings of Fact and Conclusions of Law from the zone change of the VIA property from Planned Development to Mineral Resource to determine whether this Ordinance is necessary to preclude the VIA from utilizing Rio del Oro Loop for the transport of aggregate from its mining operations located at Unit 22. While the findings recognize that the applicant revised the application prior to the Board's public hearing on Jan. 9, 2008, which revisions included the elimination of Patricio Road from the property trucking route and dispersing truck traffic to a number of roads instead of concentrating it on any one road, the County has been unable to locate the revised application that would detail the particular route of the trucks. Additionally, while digging through the submissions in relation to this matter, I discovered a performance agreement, by which SCRDC was to "limit its hauling activities to South Rio Del Oro Loop and to divert at the first intersection east of Valencia High School south

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to a road that proceeds west to Manzano Expressway." However, the County has been unable to locate a copy of that executed performance agreement. Consequently, if the County is inclined to limit or restrict truck traffic along North Rio del Oro road, it may do so by Ordinance.

The VIA, through its attorney, has sent a letter contending that the South Valley Development Corporation will no longer be able to operate its business if it is no longer able to haul or have aggregate hauled by North Rio Del Oro road, and contended that there is no alternative route enabling those trucks to access Manzano Expressway. Consequently, VIA contends that the closure would result in a takings under the U.S. and N.M. Constitutions. It further contends that it will be unable to develop or sell for development other large tracts of land it owns in the affected area, resulting in a taking of that property.

The New Mexico Takings Clause states that "[p]rivate property shall not be taken or damaged for public use without just compensation." N.M. Const. art. II, § 20. The only difference between our Takings Clause and the federal Takings Clause is the inclusion of the words "or damaged" in the New Mexico Constitution. The general rule is that a regulation which imposes a reasonable restriction on the use of private property will not constitute a "taking" of that property if the regulation is (1) reasonably related to a proper purpose and (2) does not unreasonably deprive the property owner of all, or substantially all, of the beneficial use of his property. Upon my request to identify any available alternate routes, Jacobo Martinez identified six alternate routes that may be utilized by SVDC to access the Manzano Expressway, which was provided to the Commission at the public hearing. Consequently, provided there are alternate means of ingress and egress such as would enable the SVDC trucks to access Manzano Expressway, the VIA arguably would not be unreasonably deprived of all, or substantially all, of the beneficial use of its property.

Moreover, with respect to VIA's second contention that it will be unable to develop or sell for development other large tracts of land it owns in the affected area, resulting in a taking of that property, there is a permitting process in the draft Ordinance as would allow any person to apply to the County Planning and Zoning Department for a permit providing for an appropriate exemption for the above-prohibited trucks and trailers, which permit would designate the route to be traversed and contain other reasonable restrictions or conditions deemed necessary by the Department. To obtain the permit, the applicant must only submit a permit application to the Department along with a permit fee of not less than \$50, which will include all information required by the Department, and not limited to vehicle identification and owner/operators, vehicle weights, local weights, materials carried, route to be followed to the site, duration of activity (beginning date and end date), frequency of trips and times of operation. Consequently, the Ordinance should not prohibit VIA from developing or selling for developments the other tracts of land it owns in the affected area.

After a meeting with the VIA, the VIA has proposed that the County incorporate the following schedule into the Ordinance as would permit them, and others, to utilize the road:

**Regular School Year and Summer Schedule:**

Days of Operation: Monday – Friday

Hours of Operation: 9:00 a.m.-1:00 p.m.

**Holiday Schedule:**

Days of Operation: Monday – Friday

Hours of Operation: 6:00 a.m. – 4:00 p.m.

**Weekend Hour Schedule:**

Days of Operation: Saturday-Sunday

Date Range: Year round

Hours of Operation: 6:00 a.m.-4:00 p.m.

At the request of the sponsor of the Ordinance, the Ordinance before the Board for consideration today does not incorporate the VIA's proposal. D.P.

**Finance?**



# Proposal

*Presented to:*

The Valencia County Commission

*By:*

Valley Improvement Association

Heavy Truck Access utilizing the  
North Rio Del Oro Loop

August 15, 2012

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## **Overview:**

Valley Improvement Association Inc., (VIA) is the property owner of a Rock Mining Site (Site) located 8 miles east of the Manzano Expressway. South Valley Development Corporation (SVDC), a subsidiary of VIA, is currently leasing the Site and utilizes North Rio Del Oro Loop (Loop) to access the Site. (Please note that VIA built and paid for the Loop.) The continued utilization of the Loop, as access to and from the mining operation, is critical to the success and viability of the operation of the mine, including the marketability of the facility, and the viability of the site to be utilized as a mine, which could potentially result in employment opportunities. Without such access, SVDC, and VIA, will lose the value it has in the site.

VIA and other property owners also own thousands of units in the area, and will need access to develop those units. Access now is by means of the Loop. Again, precluding access will result in loss in value by VIA and the other property owners.

Valencia County has raised an issue of safety as a reason for limiting heavy truck traffic on the Loop east of the Manzano Expressway. The Los Lunas Schools also have voiced their concern for safety of students going to and from school traveling on the loop and the mix of student drivers, buses and heavy trucks. VIA too is concerned about the safety and well being of the students and citizens of our County.

The Los Lunas Schools have testified publicly in support of prohibiting access to heavy truck traffic on the Loop. VIA has requested meetings on numerous occasions with the Los Lunas Schools, to no avail.

VIA has been a partner in education with the Los Lunas Schools, donating hundreds of acres in school sites, providing infrastructure to those school sites and donating thousands of dollars to the schools. In addition to partnering with schools, taxes paid by resident members in our communities such as Las Maravillas and Pasitos Del Cielo have helped to build, fund and support the Los Lunas Schools.

Valencia High School is not the only School, which shares the road with heavy trucks. Any road that crosses in the path of a school or serves as a feeder road to a school could be deemed as unsafe, since most roads are intended to be used for the purpose of transportation.

Though the mine has been idle, due to a decrease in demand, the Site contains stockpiles of aggregate product that can be utilized by Belen Sand & Gravel, a subsidiary of VIA, (BS&G). Adequate access to the mine is necessary to deliver that product to BS&G. BS&G's success depends on being able to obtain the product in a competitive and efficient manner as well as the marketability of the site for future use.

In an effort to accommodate the needs of the mine operation, Valencia County has proposed 6 alternative routes by which access from the North Loop would be diverted, north onto Monterey Blvd. from the Loop. Though the efforts of the County are noted, the reality of utilizing these roads would create an even greater hazard than what has been cited by utilizing the Loop. Trucks using Monterey Blvd would meander through the roads and neighborhoods of the Monterey community, thus transferring travel from an unimproved road with no inhabitants to a densely populated area. The residents of that community will be adversely affected by each of those alternative routes.

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**Proposal:**

In an effort to safely access the Site, safely transfer inventory from the Site to other locations, while still having the least impact on VIA and its subsidiary operations and to avoid harm to VIA and other property owners who own units in the area, the following proposal is being presented for the consideration of the Valencia County Commission for the use of the public road known as the North Rio Del Oro Loop:

**Proposed Utilization:**

**Regular School Year and Summer Schedule:**

Days of Operation: Monday – Friday  
Hours of Operation: 9:00 a.m.-1:00 p.m.

**Holiday Schedule:**

Days of Operation: Monday – Friday  
Hours of Operation: 6:00 a.m. – 4:00 p.m.

**Weekend Hour Schedule:**

Days of Operation: Saturday-Sunday  
Date Range: Year round  
Hours of Operation: 6:00 a.m.-4:00 p.m.

**Conclusion:**

By utilizing a set schedule for heavy truck access on the Loop, VIA and other property owners, all of whom are Valencia County Tax Payers, would be able to utilize the public roadway, yet safely transport their product either in or out of the 47,000 acre subdivision. Our proposed usage would have the least impact on the students, teachers and parents who are traveling to and from the Valencia High School Site. By accepting the proposal, posting signage and including the hours of operation in an ordinance, the County would effectively be able to contribute to ensuring that the safety of those traveling to the school are protected while still accommodating the growth and development of the east mesa of Valencia County.

**ORDINANCE No. 2012-\_\_\_\_\_**

**ORDINANCE RESTRICTING THROUGH TRUCK TRAFFIC ON  
NORTH RIO DEL ORO ROAD, EAST OF MANZANO EXPRESSWAY  
TO VALENCIA HIGH SCHOOL IN VALENCIA COUNTY**

**PREAMBLE**

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

**WHEREAS**, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

**WHEREAS**, the Board of County Commissioners of the County of Valencia has determined that the health, safety and general welfare of the residents of Valencia County would best be served by the adoption of an Ordinance restricting through truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County.

**NOW THEREFORE, BE IT ORDAINED** that the Board of County Commissioners of the County of Valencia adopts an Ordinance restricting through truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County, as follows:

**ARTICLE I. FINDINGS AND INTENT.**

The Board of County Commissioners of Valencia County finds that truck traffic on North Rio Del Oro Road, east of Manzano Expressway to Valencia High School in Valencia County poses a significant risk to the health and safety of inhabitants of Valencia County. The Board of County Commissioners of Valencia County further finds that the truck traffic along this road constitutes a nuisance, producing vibrations, dust, and inflicts substantial damage upon the road. The Board of County Commissioners of Valencia County further finds that this Ordinance is remedial in nature, and designed to protect occupants of Valencia County. The Board of County Commissioners of Valencia County further finds this Ordinance to be the most narrowly tailored means of furthering compelling governmental interests. This Ordinance conforms to the Opinion entered by the New Mexico Court of Appeals on May 18, 2006, in *American Civil Liberties Union of New Mexico* and *John Does 1-4 v. City of Albuquerque*, 2006-NMCA-078, 139 N.M. 761, 137 P.3d 1215.



## ARTICLE II. SHORT TITLE.

This Ordinance shall be referred to as the "North Rio Del Oro Road Truck Traffic Restriction Ordinance."

## ARTICLE III. DEFINITIONS.

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AUTHORIZED EMERGENCY VEHICLE** means any fire department vehicle, police vehicle, ambulance and any emergency vehicles operated by the State of New Mexico, a municipality or County or operated by a public utility.

**GROSS VEHICLE WEIGHT** means the weight of a vehicle inclusive of any load.

**SCHOOL BUS** means any motor vehicle operating under the authority of a Board of Education or private or parochial school interests that is used to transport children, students or teachers to or from schools or to and from any school activity, but not including any vehicle:

(1) operated by a common carrier, subject to and meeting all requirements of the public regulation commission but not used exclusively for the transportation of pupils;

(2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the public regulation commission but is not used exclusively for the transportation of pupils; or

(3) operated as a per capita feeder as defined in NMSA 1978, Section 22-16-6.

**TRUCK** means every motor vehicle designed, used or maintained primarily for the transportation of property.

**TRAILER** means any vehicle, without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no significant part of its weight rests upon the towing vehicle.

**SOLID WASTE TRUCK** means any vehicle specifically designed to collect and transport solid waste or recyclables.

## ARTICLE IV. GENERAL PROVISION AND OFFENSE.

### *Restricted Traffic.*

A. Trucks and Truck Trailers, with a gross vehicle weight of five (5) tons or more, are prohibited from using North Rio Del Oro Road, east of Manzano Expressway to Valencia High School without a permit.

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B. This Ordinance shall not apply to travel of a solid waste truck or truck trailer which is delivering to a local resident.

C. This Ordinance shall not apply to authorized emergency vehicles, government or utility vehicles, service and transportation vehicles, and school buses.

#### **ARTICLE V. PERMITTING PROCESS.**

A. Any person may apply to the County Planning and Zoning Department ("the Department") for a permit providing for an appropriate exemption for the above-prohibited trucks and trailers, subject to the Type A application procedure set forth in § 154.075. Any such permit may designate the route to be traversed and contain other reasonable restrictions or conditions deemed necessary by the Department. The permit shall be carried on all permitted vehicles, and shall be open to inspection by any code enforcement officer or duly authorized and commissioned law enforcement officer.

B. To obtain a permit, an applicant must submit a permit application to the Department, which shall include all information required by the Department, and not limited to vehicle identification and owner/operators, vehicle weights, local weights, materials carried, route to be followed to the site, duration of activity (beginning date and end date), frequency of trips and times of operation. The applicant shall pay a permit fee to be established by the Board of County Commissioners, but in no event shall the fee be less than \$50.

C. The Department may require the applicant to submit documentation (including, but not limited to photographs and videos of the condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic as a condition of the permit so that the Department may make a determination as to any restrictions that may reasonably need to be imposed.

D. If, upon review by the Department, a violation of any condition imposed in granting the permit is found, the Department shall inform the applicant by registered letter and first class mail of the violation and require compliance within 30 days. If the permittee does not achieve compliance within 30 days of the mailing of the letter, the permit may be revoked at the discretion of the Department.

#### **ARTICLE VI. OBLIGATIONS OF VALENCIA COUNTY.**

A. The Valencia County Public Works Department shall forward a copy of this Ordinance to the New Mexico State Motor Transportation Division of the Department of Public Safety.

B. The Valencia County Public Works Department shall install weight limitation signs appropriately and conspicuously on the affected portion of North Rio Del Oro Road.

#### **ARTICLE VII. ENFORCEMENT.**

*Enforcing Entity.* The Valencia County Sheriff's Department (hereafter, "Sheriff's Department") or any duly authorized and commissioned law enforcement officer shall enforce the provisions of this Ordinance.

#### **ARTICLE VIII. IMMUNITY.**

Nothing in this Ordinance creates a cause of action against the Board of County Commissioners of the County of Valencia not already authorized under existing law. Without limitation, the Board of County Commissioners of the County of Valencia is not liable to any person harmed who claims that enforcement of this Ordinance may have prevented the harm.

#### **ARTICLE IX. PENALTY.**

Any person who operates a truck and/or truck trailer, with a gross vehicle weight of five (5) tons or more, over North Rio Del Oro Road, east of Manzano Expressway to Valencia High School without a permit in violation of this Ordinance shall, upon conviction, be subject to a fine not exceeding \$300 or by imprisonment not exceeding 90 days or both. The Board of County Commissioners of the County of Valencia is also entitled to injunctive relief to enforce the provisions of this Ordinance.

#### **ARTICLE X. SAVINGS CLAUSE.**

If any article, section paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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**PASSED, APPROVED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

\_\_\_\_\_  
Donald E Holliday,  
Chair, District V

\_\_\_\_\_  
Georgia Otero-Kirkham  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

**APPROVED AS TO FORM:**

**ATTEST BY:**

\_\_\_\_\_  
Adren R. Nance, County Attorney

\_\_\_\_\_  
Sally Perea, County Clerk

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head: Jacobo Martinez**

**Individual Making Request: Jacobo Martinez/ NMDOT**

**Presentation at Meeting on: August 15, 2012**

**Date Submitted: August 6, 2012**

**Title of Request: Consideration of Amendment 1 to Cooperative Agreement for Manzano Express Way**

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**Action Requested of Commission:**

Consideration of Amendment 1 to agreement between Valencia County and NMDOT for the purpose of amending the termini for a section of Manzano Express Way

**Information Background and Rationale**

On March 2, 2011 the Board of County Commission approved an agreement with NMDOT for rehabilitation of Manzano Express in the amount of \$869,851 to plan, design and construct from Van Camp to S. Rio Del Oro & from Dehaan to NM Hwy 47. Due to the funding amount received the County will be unable to address any construction on Manzano Expressway from Dehaan to NM Hwy 47. Since the project was funded through Federal Highway Administration, NMDOT to has to be specific with termini.

**What is the Financial Impact of this Request?**

There is no financial impact, project was funded through Federal Highway Administration..

**Legal:**

I have discussed the proposed contract amendment with the project manager for DOT- Ms. Wildharbor. According to Ms. Wildharbor and upon review of the the amendment document it appears that the only change to the contract is that it removes the language: "and from Dehann to NM 47."

According to Ms. Wildharbor the removal of this portion of the project was made per the County's request. This amendment does not modify the March 11, 2011 contract in any other way. A.N

**Finance:**

No negative financial impact to Valencia County. CC

**County Manager:**

According to Legal, the amendment doesn't modify the contract. B.S

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In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Secretary

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Cynthia A. Chant Date: 7-9-12  
Assistant General Counsel

COUNTY OF VALENCIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman of County Commission

ATTEST

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney

approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.

5. The County may *not* add additional work to Project Control No. 3100240 after the contract has been let. State and federal law do not allow additional work to be added to a project as a change order unless such work could not have been reasonably anticipated at the time of letting. If the County wishes to add work they may choose to either: (1) reject all bids (when the contract has not been awarded) and re-advertise with the new specifications; or, (2) advertise the extra work so that the work may be competitively bid.
6. "This Agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and,  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>."

### SECTION THREE: METHOD OF PAYMENT--REIMBURSEMENT

The Department's District Office shall reimburse the County upon receipt of payment requests for the purposes stated in Section Two, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices shall be submitted monthly to the Department District Office. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the County for corrections.

The Department's District Office will not reimburse the County for costs incurred prior to the full execution of the Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9. Final payment requests shall be submitted to the Department's District Office within six months of completion of the project and prior to the termination date identified within Section Nineteen.

### SECTION FOUR: COUNTY SHALL

1. Be the lead agency for the Project.
2. Use the Project Control Number in all correspondence and submittals to the Department.
3. Pay all costs, perform all labor, and supply all material for the Project.
4. Identify a Project Manager who shall be the single point of contact to the Department.



- a. Construction management and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
  - b. The County's award of contracts for construction management or inspection services must be pre-approved by the Department's Regional Division Manager or Designee.
  - c. If the County hires construction management or inspection services, County shall provide copies of any applicable task order, contract and supporting procurement documents to the Department's Regional Division Manager or Designee prior to the Project construction start date.
17. Be responsible for all applicable design, pre-construction and maintenance activity including, but not limited to the following:
- a. utility coordination and relocation;
  - b. drainage and storm drain design;
  - c. geotechnical design;
  - d. pavement design;
  - e. traffic design;
  - f. structural design;
  - g. environmental and archaeological clearances;
  - h. right-of-way mappings;
  - i. right-of-way acquisition;
  - j. hazardous materials site(s) and contamination investigations;
  - k. public involvement;
  - l. agency coordination;
  - m. permit application;
  - n. blading;
  - o. shaping;
  - p. snow removal;
  - q. gravel;
  - r. repair of washouts; and,
  - s. chip sealing.
18. Develop and execute the Project in accordance with the Department's current Tribal/Local Government Agency Handbook, Construction Procedures Handbook for Federal Aid Local Government Lead Projects, and the New Mexico Transportation Department's Office Procedures Manual.
19. Insure all designs comply with Appendix A, "Preliminary Engineering/Construction Engineering" to be performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, §§ 61-23-21 and 61-15-1.
20. Design the Project in accordance with Appendix C, "Design Standards," which is hereby incorporated in this Agreement.
21. Comply with Appendix D, "Survey and Right of Way Acquisition Requirements," which is hereby incorporated in this Agreement.
22. Comply with Appendix E, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.

#### SECTION FIVE: DEPARTMENT SHALL

1. Assign a representative to provide technical assistance to develop, monitor and oversee the project.
2. Provide the County, as requested, a list of qualified environmental professionals.
3. Provide copies of environmental guidelines, Location Corridor Study Procedures, laws, and regulations, as requested.
4. Review NEPA and related environmental documentation for completeness.
5. Transmit NEPA documents to the FHWA for review and approval.
6. Review cultural resource technical reports and coordinate consultation between FHWA and the State Historic Preservation Officer.
7. Review required certification documents for completion prior to requesting obligation of federal funding. Review of documents by the Department does not relieve the County or its consultants of their responsibility for errors and omissions.

#### SECTION SIX: BOTH PARTIES AGREE

Upon termination of this Agreement, the County shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

#### SECTION SEVEN: PROJECT RESPONSIBILITY

The County is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the County, unless stated otherwise in Appendices H-1 and H-2.

#### SECTION EIGHT: COUNTY SOLE JURISDICTION

The Department is not incorporating this Project into the State Highway System. After the completion of this Agreement, ownership of the project shall remain with the County.

#### SECTION NINE: LEGAL COMPLIANCE

The County shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

will be reported to the Department's Project Manager and tracked through the LCPTracker software.

3. Sanctions – Compliance with the OJT provisions is mandatory. Failure to comply with the OJT provisions shall be treated as a violation of this Agreement. Further, if the County fails to comply with the OJT provisions, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

## SECTION TWELVE: EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND TITLE VI PROGRAM OBLIGATIONS

1. County Assurances – Each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (DOT), and any subcontract thereto, shall include the following assurances:
  - a. The County shall not discriminate on the basis of race, age, color, religion, national origin, sex, disability, veteran status, or sexual orientation in the performance of this Agreement. The County shall comply with all applicable civil rights requirements in the award and administration of DOT-assisted projects. Failure by the County to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy, as the Department deems appropriate. Further, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. §§ 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
  - b. The County hereby agrees that as a condition to receiving federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4 (Act), and all requirements imposed by 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (Regulations). In accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the County receives federal financial assistance from the DOT, including the FHWA, and the County hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by 49 CFR Part 21.7(a)(1).
2. More specifically, and without limiting the above general assurance, the County hereby gives the following specific assurances with respect to its highway/roads/streets program:
  - a. That the County agrees that each "program" and each "facility" as defined in 49 CFR Parts 21.23(e) and (b), will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

and its sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- j. The County agrees that the United States has a right to seek judicial enforcement with regard to any matter under the Act, the Regulations, and this assurance.
3. The County shall sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing Appendix G, ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the County.
4. The County shall require recipients to sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a DOT-assisted project, and any subcontract thereto.

#### SECTION THIRTEEN: THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### SECTION FOURTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the County arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

#### SECTION FIFTEEN: OFFICE OF INSPECTOR GENERAL REVIEWS

The County shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. **Inspector General Reviews.** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. **Access of Offices of Inspector General to Certain Records and Employees.** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the

support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty days of written notification.

#### SECTION SEVENTEEN: APPROPRIATION

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the County. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

#### SECTION EIGHTEEN: TERMS OF THIS AGREEMENT

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

#### SECTION NINETEEN: TERMINATION

1. This Agreement shall terminate on September 30, 2015. Neither party shall have any obligation after said date except as stated in Section Seven.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the County and a contractor within one year from the date the funds have been authorized by the FHWA.
3. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months.
4. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
5. The Department may, at its option, terminate this Agreement if the County fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

#### SECTION TWENTY: SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

#### SECTION TWENTY ONE: AMENDMENT

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

## Preliminary Engineering/Construction Engineering

1. The County may select design consultants for studies and preliminary engineering and construction engineering. Preliminary engineering or construction engineering, consultant selection procedures shall be in accordance with 23 CFR Part 172 and the State Procurement Code, NMSA 1978, §§ Chapter 13-1-1 et. seq. If the County is a Home Rule City, their Procurement Code shall be followed.
2. Costs incurred for Preliminary/Construction Engineering may be reimbursed if funding for design is stipulated in Section Two of the Project Agreement, programmed into the Statewide Transportation Improvement Program (STIP), authorized and obligated under the design phase, and comply with applicable provisions listed in paragraph 1 above.
3. On occasion, state funds are used for the design of a federal aid construction project. Stand-alone projects funded with these monies, such as Municipal Arterial Program, Severance Tax, or General Fund are normally certification projects that require minimal oversight by the Department. If state funds are used for preliminary engineering for a federal aid construction project, the associated Request for Proposals and Architectural/Engineering Contracts must follow the same procedures as if federal funds were being used.
4. Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The County shall keep this on file for five years.
5. Requests for Proposals (RFP) for federally funded professional engineering services shall be reviewed and approved by the Department's Regional Division Manager or Designee before it is advertised. After approval, the County can advertise the RFP and can enter into a contract with the consultant pursuant to the Department's Consultant Services Procedures Manual or their own procedures that comply with 23 CFR Part 172. After the contract is in place the FHWA will authorize the federal funds. If the County uses their own funds for design or construction engineering, no approvals for the consultant selection or process are required.
6. Reimbursements to the County for preliminary engineering or construction engineering will be made in accordance with reimbursement provisions of this Agreement, and based upon appropriate, timely submittals by the County of Appendix F-1, and compliance with applicable provisions listed in Appendix A of this Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9.
7. The County's Project Manager shall keep the Department's Regional Division Manager and Assistant District Engineer or their respective designees apprised of the Project's progress and important issues as well as forward to them all pertinent correspondence in a timely manner.
8. The County shall invite the FHWA Area Engineer, Department's Regional Division Manager, Assistant District Engineer, and Construction Liaison Engineer to participate in any design reviews, pre-construction conference and any pre-paving and partnering meetings.

## Design Standards

- I. Roadway Projects (paving, landscaping, parking lots, etc.)
  1. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, New Mexico Department of Transportation-Pedestrian Access Details and NMSA 1978 §§ 67-3-62 67-3-64.
  2. New construction or reconstruction of pavement shall have, at a minimum, a 20-year-life. Rehabilitation of pavement shall have, at a minimum, a 10-year-life.
  3. The Department's Standard Specifications for Highway and Bridge Construction, 2007 edition "Orange Book," shall be used for projects on the State Highway System and the National Highway System and on supplemental specifications.
  4. The following documents shall be used as a minimum, in the design of this Project and for projects on the State Highway System or the National Highway System. Current New Mexico American Public Works Association (APWA) or the County standards may be used on County facilities. Asterisk (\*) items shall be used on all roadway projects:
    - \*a. FHWA Manual on Uniform Traffic Control Devices, 2009 edition;
    - b. AASHTO A Policy on Geometric Design of Highways and Streets, 2004 edition "Green Book;"
    - c. AASHTO Guide for the Development of Bicycle Facilities, 1991 edition;
    - d. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways, 2001;
    - e. Department's Urban Drainage Design Criteria;
    - f. Department's Geotechnical Manual, September 1990;
    - \*g. Department's Tribal/Local Government Agency Handbook, latest edition;
    - h. Department's Hazardous Materials Assessment Handbook, latest edition;
    - \*i. Department's Location Study Procedures, August 2000;
    - \*j. Department's Right of Way Handbooks, May 2005;
    - \*k. Department's Right of Way Mapping Development Procedures, latest edition;
    - \*l. AASHTO Guide to Design of Pavement Structures, latest edition; and,
    - \*m. Department's Pedestrian Access Details (NMDOT-PAD), latest edition.

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## Survey and Right of Way Acquisition Requirements

1. All Department Right of Way Handbooks, particularly Volume VII Tribal/Local Government Agency (T/LGA), shall be adhered to for all right of way operations, including title search, property survey, right of way mapping, appraisal, appraisal review, acquisition (including donations), relocation, and right of way certification. *Only qualified personnel may undertake right of way functions.* The County's staff or consultants may not perform any right of way functions unless the following conditions are first met:
  - a. The County submits to the Department's Right of Way Bureau a listing of persons proposed to perform the individual right of way functions, along with their qualifications reflecting right of way experience and training.
  - b. The County submits the name of a contact person for right of way functions and submits a progress schedule for said activities.

Upon written request from the County, the Right of Way Bureau will supply the names of the right of way contractors currently doing business with the Department. Right of way functions performed prior to making the above submittals will jeopardize federal funding for this Project.
2. All right of way surveying, mapping, and monumentation shall be performed by a licensed professional surveyor experienced in right of way projects and shall conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors in February, 1994, as provided in NMSA 1978, Sections 61-23-1 to 61-23-32, as amended.
3. Right of way surveying, mapping, and monumentation shall be performed in accordance with the Department's Surveying Manual, the Right of Way Mapping Development Procedures, latest edition, and subsequent Department guidelines, policies, and procedures. Right of way maps and documents must be 100% complete prior to review by the Department's Lands Engineering Section. Information, additional guidance, and early assistance can be obtained from the Lands Engineering Section Supervisor at (505) 827-5420. Early contact is recommended in order to facilitate and expedite the right of way acquisition process.
4. Title reports shall be obtained and prepared to meet Department format and standards for all affected right of way parcels. Title reports shall be submitted to the Lands Abstracting Unit of the Right of Way Bureau for review prior to the final right of way map submittal according to the Right of Way Acceptance Plan (Volume VII) Tribal/Local Government Agency. Non-compliance with the state and/or federal requirements may result in loss of project funds.
5. Appraisals shall not begin until the Department approves the right of way maps. The County or contracted (fee) appraisers shall not be used prior to making the submittals in paragraph one above.
6. All real property appraisals shall be developed and reported in accordance with the right of way regulations, policies, and procedures of the Department, and the Uniform Standards of Professional Appraisal Practice (USPAP) and where federal funds are involved, 49 CFR Parts 103 and 104. All appraisal and appraisal review actions are subject to Department and FHWA review (see Right of Way



## Construction Phase Duties and Obligations

1. The County shall be responsible for all construction engineering; including project supervision, surveying, inspection, and testing. The County shall comply with the Department's Construction Procedures Handbook for Federal-Aid Local Government Projects, the New Mexico Transportation Departments Office Procedures Manual, and Chapter 7 of the Department's Tribal/Local Government Agency Handbook.
2. The County's general conditions, standard drawings, and specifications may be used if approved by the Department prior to initiating the procurement process.
3. Mix designs, price reduction guidelines, daily production, and test reports shall be pursuant to the Department's or the County's established procedures as approved by the Department, depending on the governing specifications. The American Standard Testing Method equivalents of the American Association of State Highway and Transportation Officials test methods are acceptable. Technician and Training Certification Program (TTCP) procedures are acceptable.
4. The Department's Minimum Acceptance Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to, as directed by District lab personnel (Compliance), and as per the following:
  - a. The County's lab personnel or consultant may perform project acceptance testing of materials in accordance with the County's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
  - b. Independent assurance testing is required and is the sole responsibility of the County and shall be done by an independent lab not responsible for acceptance testing. Periodic independent assurance testing may be conducted by the Department's District personnel to ensure material and construction compliance.
  - c. The Department's District lab personnel shall inspect the County's lab, or the consultant's lab if a consultant is used for project acceptance testing, independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the County and/or their consultant.
  - d. The County's Engineer shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Department's District Engineer, in turn, shall certify projects to FHWA (if applicable) based on the County's certification.
  - e. Upon request, the Department's Assistant District Engineer or representative shall furnish copies of the Minimum Acceptance Requirements for federal aid projects to the County for guidance at the pre-construction conference.
  - f. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall be certified by the Technical Training and Certificate Program pursuant to the TTCP Manual.
5. The County Engineer shall certify with each reimbursement request that the Certificates of Compliance are on file with the County Engineer's Office, for products and materials incorporated into the Project and for the quantities shown

Certification of Pre-Construction Phase

Control No. 3100240

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

- 1. That the County has complied with all applicable terms, conditions and certification requirements of this Agreement.
- 2. That the County has completed environmental coordination and obtained Department and FHWA approval of the Environmental, Right of Way, Utility, Railroad, and ITS documents and completed the consultation process with the State Historic Preservation Officer as required by law. Furthermore, the County has complied with Section Four of the Agreement.

In witness whereof, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

COUNTY OF VALENCIA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman of County Commission

ATTEST

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

When complete, please send APPENDIX F-1 and F-2 to:  
Osvaldo (Ozzie) Reyes-Alicea, Project Development Engineer  
NMDOT Mid Regional Division  
PO Box 91750, Building A  
Albuquerque, New Mexico 87199-1750

Equal Employment Opportunity (EEO) and Title VI Program  
Recipient Assurances

1. Recipient hereby gives the following specific assurances with respect to its highway/roads/streets program:
  - a. The recipient shall not discriminate on the basis of race, age, color, religion, national origin, sex, disability, veteran status, or sexual orientation in the performance of this Agreement. The recipient shall comply with all applicable civil rights requirements in the award and administration of Department-assisted contracts. Failure by the recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate. Further, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).
  - b. The recipient hereby agrees that, as a condition to receiving federal financial assistance from the United States Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4 (Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received federal financial assistance from the Department of Transportation, including the FHWA, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7 (a)(1) of the Regulations.
2. More specifically, and without limiting the above general assurance, the recipient hereby gives the following specific assurances with respect to its highway/roads/streets program:
  - a. That the recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
  - b. That the recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all highway/roads/streets program and, in adapted form in all proposals for negotiated agreements.  
The recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient Department of Transportation/Public Works/Municipal Development under the highway/roads/streets program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the highway/roads/streets program. The person (or persons) whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Date: \_\_\_\_\_ Project Control Number: 3100240

Recipient Name: County of Valencia

Signature of Authorized Official: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Appendix G should be signed and mailed to the following:

New Mexico Department of Transportation  
OEOP  
Aspen Plaza, Suite 107  
1596 Pacheco Street  
Santa Fe, New Mexico 87505  
Phone: 1-800-544-0936 or 505-827-1774  
Fax: 505-827-1779

The contractor shall take such action with respect to any subcontract, or procurement as the County or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County to enter into such litigation to protect the interests of the County and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Equal Employment Opportunity (EEO) and Title VI Program  
Required Deed, License, Lease and Permit Clauses

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the County pursuant to the provisions of paragraph 2(g) of Appendix G of this Agreement.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle 49, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include the following language in licenses, leases, permits, etc.]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

[Include the following language in deeds]:

That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the County and its assigns. (Reverter clause and related language to be used only when it is determined that such clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the County pursuant to the provisions of paragraph 2(g) of Appendix G of this Agreement:

The (grantee, licensee, lessee, permittee, etc, as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin



### Lighting and/or Highway Lighting

If the Project involves lighting and/or highway lighting, the County shall:

1. Provide at its own expense, all electrical energy, routine maintenance such as bulb and/or luminaire replacement, and in case of accidental damage to poles or fixtures, replace them with the same brand or equivalent for continued satisfactory operation of said subject lighting system.
2. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the subject lighting system.
3. Service and maintain the lighting system with its own funds.

If the project involves highway lighting, the lighting improvements and services required to be provided under this Agreement shall remain the full responsibility of the County. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head: Jacobo Martinez**

**Individual Making Request: Jacobo Martinez**

**Presentation at Meeting on: August 15, 2012**

**Date Submitted: August 6, 2012**

**Title of Request: Consideration of Litter Control & Beautification Grant Agreement**

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**Action Requested of Commission:**

Consideration of Litter Control & Beatification Grant with New Mexico Department of Tourism

**Information Background and Rationale**

Valencia County has been awarded \$15,000 to establish a local Keep America Beautiful Program. The program requires youth employment system be created with the grant funds along with public educational process to assist in the reduction of illegal littering, graffiti removal and other community beautification projects.

**What is the Financial Impact of this Request?**

There is no required match for the grant.

**Legal:**

This grant from the NM Tourism Department requires that the funds be spent on a reimbursable basis on projects agreed to by the Dept. and the County. Furthermore, the grant at section (2)(1) requires that the County create a youth program to help implement the projects. County Administration needs to consider if it has the ability to create / and or continue a youth program and administer the program prior to accepting the grant considering that \$15,000 is a relatively small amount of funding. A.N

**Finance:**

No negative financial impact. CC

**County Manager:**

No comment. BCS

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NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

SECTION ONE – DEPARTMENT AGREES:

Upon its approval of a grant application for the program resources funds and/or youth employment funds:

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of **\$15,000** for Public Entity to establish and help continue a local keep America beautiful system program, pursuant to Section 67-16-12.B (3) of the Act; and for a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12. B (4) of the Act, and as stipulated by the Attached Exhibit 1, Grant Award Distribution, which is incorporated herein and made a part hereof by this reference as though set forth herein in full. All of Department's responsibilities under this SECTION ONE, and all of Public Entity's responsibilities under SECTION TWO, and all of the Parties' mutual responsibilities under SECTION THREE hereof are subject to compliance with Exhibit 1 as described herein and attached hereto.

The expenditures of any state agency as defined in Section 6-3-1 NMSA 1978, for the first six-month period of each odd-numbered fiscal year shall be limited to one-half of the appropriation or approved budget, whichever is less, for that fiscal year.

The Department will reimburse funds on a quarterly basis. For the purpose of this contract the quarters are designated as: first quarter is July through September; second quarter is October through December, third quarter is January through March; and fourth quarter is April through June.

expenditures as outlined in the exhibit by Clearinghouse as agreed upon herein may result in cancellation of the allocated funds.

2. To establish a youth employment program to aid in litter control and beautification projects, pursuant to the Act.

3. To commence performance of Litter Control, Graffiti, Beautification, Recycling, and related community programs and to continue performing the same with due diligence and progress as to each of all components of the comprehensive program and described tasks. Failure to commence the program activities or to comply with expenditures by Public Entity as agreed upon herein may result in cancellation of the allocated funds.

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Litter Control Council and the Department. Requests for reimbursements must be in the office on or before the fifteenth (15) day after the end of each quarter, except for the fourth quarter ending June thirtieth (30), final request for reimbursement must be in the office no later than the tenth (10) day after the end of that quarter, which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1, of this agreement, or upon specified written termination by the Department. Failure to adhere to these requirements will result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for that quarter. The request for reimbursement shall include, but not limited to the following:

a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;

e. Such other information as may be required by the Department or the Litter Control Council.

7. Equipment which may be adaptable for uses other than anti-litter and beautification program activities and which is purchased, in whole or in part, with funds allocated and paid under this Agreement shall be used only for the antilitter and beautification purposes as required by the Act. The service life for such equipment shall be specified and agreed upon by the Department and Public Entity. Expected service life will be based on the kind of equipment, amount of anticipated use, service that will be performed and its normal service life.

8. That it shall not assign or transfer any interest in this Agreement or assign any claims or money due or that may become due under this Agreement.

9. That it shall not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

10. That it shall maintain detailed time records which indicate the date, time and nature of services rendered and progress of programs undertaken. These records shall be subject to inspection by the Department, the Department of Finance and Administration and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

11. Public Entity warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or service required under this Agreement.

This Agreement shall not be altered, changed or amended except by an instrument in writing and executed by the parties.

SECTION FIVE – DEPARTMENT’S AUTHORIZATION OF EXPENDITURES:

The Department is expressly not committed to expenditure of any funds under this Agreement until such time as they are budgeted, appropriated by the legislature, and approved for expenditure by the Department. The Department’s decision as to whether its funds from appropriations or funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – INDEPENDENT CONTRACTOR:

Public Entity and its agents and employees are independent contractors fulfilling their obligations to the Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

SECTION SEVEN – EFFECTIVE DATE AND CANCELLATION WITHOUT PENALTY:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on June 30, 2013, unless terminated pursuant to SECTION TWO, paragraph 3 or SECTION SEVEN, paragraph 2 of this Agreement.

2. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any

to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Public Entity and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto.

SECTION FIFTEEN - EQUAL OPPORTUNITY COMPLIANCE

The Public Entity agrees to abide by all federal and state laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, the Public Entity agrees to assure that no person in the



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department  
“DEPARTMENT”

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Monique Jacobson, Cabinet Secretary

“Public Entity”  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



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**VALENCIA COUNTY**  
**Board of County Commissioners**

**AGENDA REQUEST FORM**

**Department Head: Jacobo Martinez**

**Individual Making Request: Mr. Garcia**

**Presentation at Meeting on: August 8, 2012**

**Date Submitted: July 30, 2012**

**Title of Request: Title: Request to amend the Zoning Map from C-1 to C-2**

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**Request:**

Consideration to amend the Zoning Map from C-1 to C-2 on the subject property defined as: T6N, R2E, Section 15; NMPM; Tract 16-B1-A; Zoned C-1; Filed in Book 365, Page 2930, of the office of the Valencia County Clerk; Also known as 2975 Highway 47, Los Lunas, NM.

**Legal Description:**

T6N, R2E, Section 15; NMPM; Tract 16-B1-A; Zoned C-1; Filed in Book 365, Page 2930, of the office of the Valencia County Clerk; Also known as 2975 Highway 47, Los Lunas, NM.

**Information Background and Rationale**

Mr. Garcia is requesting a Zone Change from a C-1 to a C-2 in order to establish a business that sells landscaping material. Currently, the land is zoned C-1. A landscaping business is defined as a permissive use under the C-2 zoning ordinance. The areas surrounding the subject properties include C-1, Rural Residential-2 (RR-2) and Agricultural Preservation (AP). Mr. Garcia had come in front of the Planning and Zoning Board in December of 2011 to request a Conditional Use for an automotive repair garage on the subject property. Mr. Garcia was denied the request. Also, Mr. Garcia was denied an appeal to the Commission concerning the request.

The representing attorney for Mr. Garcia is Mr. Williams. In the public hearing with the Planning and Zoning Commission, Mr. Williams presented a draft contract that would define the use of the land to only a landscaping and supply business. The draft contract is part of your packet.

The County Commission heard the case at the public hearing on August 8<sup>th</sup>, 2012.



**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Dorothy L. Lovato, Valencia County Treasurer

**Individual Making Request:** Dorothy Lovato

**Presentation at Meeting on:** August 15, 2012

**Date Submitted:** August 6, 2012

**Title of Request:** Investment of Certification Deposit

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**Action Requested of Commission:**

Consideration to invest 1.5 million dollars in certificates of deposit with the local depository providing the highest interest rate.

**Information Background and Rationale**

On August 13<sup>th</sup> and 14<sup>th</sup> the Treasurer's Office will be contacting the six local depositories to inquire on interest rates offered on investments, in order to invest at the highest rate with the requirement of 102% collateral. (State Statue 6-10-10) Public funds should be invested in a manner that insures the safety of the investment.

**What is the Financial Impact of this Request?**

To receive the highest interest rate possible. Interest earned from August 19, 2011 to August 19, 2012 was \$16765.19.

**Legal:**

NMSA 1978, Section 6-10-10(H) (2008) provides, in pertinent part, that, with the advice and consent of the Board of County Commissioners, the Treasurer may invest all money not immediately necessary for the public uses in contracts with banks, savings and loans, or credit unions, provided such contracts are secured by securities having a market value of at least one hundred two percent of the contract. Provided that the Board determines that these funds are not immediately necessary for the public uses, the Board retains to the discretion to provide the Treasurer with its consent to place these funds into certificates of deposit that meet the collateralization requirement. D.P.

**Finance:**

No negative financial impact. Reinvestment Recommended. CC

**County Manager:**

No Comment. BS

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:**

**Individual Making Request:** Christina Card

**Presentation at Meeting on:** August 15, 2012

**Date Submitted:**

**Title of Request:** Resolution \_\_\_\_\_

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**Action Requested of Commission:**

Approval of 4<sup>th</sup> quarter Financial reports.

**Information Background and Rationale**

Quarterly financial statements are prepared and forwarded to DFA. DFA now requires the governing body to pass a resolution approving the 4<sup>th</sup> quarter report before final budget will be approved.

**What is the Financial Impact of this Request?**

Approval will have no financial impact.

**Staff Comments**

**Legal:**

"The DFA now requires the unaudited beginning cash balances as of July 1, 2012, listed on the final budget agree with the year-end June 30, 2012, cash balances listed on the fourth quarterly financial

**Finance:**

No financial impact. CC

**County Manager:**

No Comment. BS

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DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

COUNTY: VALENCIA  
Period Ending: 06/30/2012  
Prepared By: Lucy D. Gonzales

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER  
THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER  
  
I HEREBY CERTIFY THAT THE CONTENTS IN THIS  
REPORT ARE TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE. THIS REPORT DEPICTS ALL FUNDS.

Lucy D. Gonzales  
Signature

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	YEAR-TO-DATE TRANSACTIONS							REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)
			REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)		
101	GENERAL FUND (GF)	\$1,379,710	14,456,609	(5,422,109)	8,841,703	182,012	\$1,754,520	3,108,806	\$4,863,326	2,210,426	\$2,652,900
201	CORRECTION	\$0	59,598	394,133	544,844	11,514	(\$79,599)	0	(\$79,599)		(\$79,599)
202	ENVIRONMENTAL GRT	\$12,500	440,505	318,175	786,530	6,456	(\$8,893)	0	(\$8,893)		(\$8,893)
203	County Property Valuation	\$476,803	357,656	-0	407,834	6,450	\$433,075	0	\$433,075		\$433,075
204	COUNTY ROAD	\$475,944	1,094,340	1,647,039	3,114,943	56,854	\$159,235	0	\$159,235	259,579	(\$100,344)
206	EMS	\$10,926	51,038	0	36,720	599	\$25,842	0	\$25,842		\$25,842
207	ENHANCED 911	\$425,150	482	0	0	0	\$425,632	0	\$425,632		\$425,632
208	Farm & Range Improvement	(\$1,272)	3,355	1,272	4,000	0	(\$645)	0	(\$645)		(\$645)
209	FIRE PROTECTION FUND	\$282,749	1,030,551	0	0	16,027	\$1,329,328	0	\$1,329,328		\$1,329,328
211	LEPP	\$244	49,800	0	49,760	0	\$283	0	\$283		\$283
214	LODGERS' TAX	\$0	0	0	0	0	0	0	0		0
217	RECREATION	\$4,299	23,657	0	20,180	1,743	\$9,518	0	\$9,518		\$9,518
218	INTERGOVERNMENTAL GRANTS	(\$606,074)	924,913	519,465	0	814	\$839,118	0	\$839,118		\$839,118
219	SENIOR CITIZEN	\$69,888	579,494	172,804	816,208	17,598	\$23,576	0	\$23,576		\$23,576
220	COUNTY INDIGENT FUND	\$2,260,422	1,506,355	0	1,025,331	4,289	\$2,745,735	600,000	\$3,345,735		\$3,345,735
221	COUNTY HOSPITAL FUND	\$0	0	0	0	0	0	0	0		0
222	COUNTY FIRE PROTECTION	\$435,338	647,441	0	403,689	36,956	\$716,047	0	\$716,047		\$716,047
223	DWI PROGRAM	\$29,335	20,166	0	26,601	110	\$23,010	0	\$23,010		\$23,010
225	Clerk Recording & Filing	\$234,294	87,579	0	199,651	108	\$122,330	0	\$122,330		\$122,330
226	JAIL - DETENTION FUND	\$1,084,781	685,641	2,353,981	3,139,287	72,434	\$1,057,550	0	\$1,057,550		\$1,057,550
299	OTHER	\$254,849	2,750,228	0	2,773,792	41,539	\$272,823	0	\$272,823		\$272,823
300	CAPITAL PROJECT FUNDS	\$0	0	0	0	0	0	0	0		0
401	G O BONDS	\$106,930	17	785,106	815,065	0	\$76,988	0	\$76,988		\$76,988
402	REVENUE BONDS	\$338,501	1,488,219	0	259,815	0	\$1,566,905	0	\$1,566,905		\$1,566,905
403	DEBT SERVICE OTHER	\$0	0	0	0	0	0	0	0		0
500	ENTERPRISE FUNDS										
	Water Fund	\$0	0	0	0	0	0	0	0		0
	Solid Waste	\$0	0	0	0	0	0	0	0		0
	Waste Water	\$0	0	0	0	0	0	0	0		0
	Airport	\$0	0	0	0	0	0	0	0		0
	Ambulance	\$0	0	0	0	0	0	0	0		0
	Cemetery	\$0	0	0	0	0	0	0	0		0
	Housing	\$0	0	0	0	0	0	0	0		0
	Parking	\$0	0	0	0	0	0	0	0		0
	Sick Leave	\$1	0	14,000	0	0	\$14,001	0	\$14,001		\$14,001
	Other - Enterprise	\$0	0	0	0	0	0	0	0		0
	Other - Enterprise	\$0	0	0	0	0	0	0	0		0
600	INTERNAL SERVICE FUNDS	\$0	0	0	0	0	0	0	0		0
700	TRUST AND AGENCY FUNDS	\$480,446	2,217,876	1,239	0	0	\$2,699,561	0	\$2,699,561		\$2,699,561
GRAND TOTAL		\$7,755,763	\$28,475,520	\$785,106	\$23,265,952	\$455,503	\$14,205,939	\$3,708,806	\$17,914,745	\$2,470,004	\$15,444,741

FORM MODIFIED 02/29/2009



**STATE OF NEW MEXICO  
COUNTY OF VALENCIA  
RESOLUTION NO. 2012-\_\_\_\_\_**

**2012 FINAL QUARTER FINANCIAL REPORT  
YEAR ENDING JUNE 30, 2012**

**WHEREAS,** the Governing Board in and for the County of Valencia, State of New Mexico has developed a budget for fiscal year 2012 – 2013; and

**WHEREAS,** the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2013 budget; and

**WHEREAS,** it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2012

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners, County of Valencia, State of New Mexico hereby approves the final quarterly report for FY 2012 hereinafter described as Attachment “A” and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, APPROVED, AND ADOPTED THIS 15th DAY OF AUGUST, 2012.**

**BOARD OF COMMISSIONERS OF VALENCIA COUNTY**

\_\_\_\_\_  
Donald E. Holliday  
Chair, District V

\_\_\_\_\_  
Georgia Otero Kirkham  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

Attest:

\_\_\_\_\_  
Sally Perea, County Clerk

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